

TITLE: CONTRACT THRIFT EXAMINERS - PHASE 3

100% SMALL BUSINESS SET-ASIDE.

GOVERNMENT FURNISHED EQUIPMENT WILL NOT BE PROVIDED.

You are invited to submit a proposal/bid in accordance with the requirements of the following Solicitation:
[X] Request for Proposal, [] Invitation for Bid. Proposals/Bids must be received by the Government no later than the local time on the Due Date stated in the table below. Potential offerors/bidders are asked to complete and submit a proposal/bid intent form

See Section L (Section C if SF 1449 is used) for proposal/bid instructions

ALL AMENDMENTS TO THIS SOLICITATION WILL BE MADE AVAILABLE THROUGH THE GOVERNMENT HOMEPAGE AT www.fbo.gov

IT IS THE OFFEROR'S RESPONSIBILITY TO CHECK THIS SITE PERIODICALLY FOR OFFICIAL UPDATES/ AMENDMENTS TO THE SOLICITATION.

Solicitation Number:	OTSDC200500001A
Issue Date:	05/09/2006
Due Date:	06/02/2006
Time:	2:00PM EST
Program Office:	
Contracting Officer:	ISABEL ROMAN-COGSWELL
Contact Point:	ISABEL ROMAN-COGSWELL
Phone:	(202) 906-6137
Fax:	(202) 906-5648
E-Mail:	isabel.romancogswell@ots.treas.gov
Set Aside:	100% SMALL BUSINESS

PERTINENT TECHNICAL SECTIONS OF SOLICITATION

Offerors are encouraged to carefully read the entire Solicitation by scrolling downward. The Solicitation includes all pertinent technical sections imbedded in the document as well as the terms, conditions and instructions required for submitting a proposal. For your convenience, the pertinent technical sections of the Solicitation have also been linked directly below (in WordProcessing and Adobe PDF format):

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SOLICITATION

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.
	ISABEL ROMAN-COGWELL	(202)	906-6137	
				isabel.romancogswell@ots.treas.gov

See Attached Table of Contents

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES	
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE		X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE					
X	G	CONTRACT ADMINISTRATION DATA		X	L	INSTR., CONDS., AND NOTICES TO OFFERORS	
X	H	SPECIAL CONTRACT REQUIREMENTS		X	M	EVALUATION FACTORS FOR AWARD	

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE			17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER					

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE			
Office of Thrift Supervision Procurement Management 1700 G Street, NW Washington DC 20552			25. PAYMENT WILL BE MADE BY		
26. NAME OF CONTRACTING OFFICER (Type or print)			27. UNITED STATES OF AMERICA		28. AWARD DATE
			(Signature of Contracting Officer)		

NOTES:

PLEASE NOTE: ALL OFFERORS (SMALL BUSINESSES AND INDIVIDUALS) ARE REQUIRED TO SUBMIT THE DOCUMENTS AS SPECIFIED IN SECTION L.12 AND REPEATED IN THIS AMENDMENT FOR YOUR CONVENIENCE. YOU WILL NOT BE ELLIGIBLE TO RECEIVE AN AWARD WITHOUT PROVIDING ALL THE INFORMATION REQUIRED IN SECTION L.12.

PLEASE NOTE: The Independent Government Estimate Hourly Labor Rate of \$55. per hour is provided for your information.

PLEASE NOTE: While OTS may contract with someone who is also doing examination work under contract with another regulator (federal or state), OTS will not contract with anyone who does any bank or thrift consulting work while under contract with OTS.

PLEASE NOTE: All questions regarding this solicitation are to be submitted by e-mail via the Internet to the following address: thrift.examiners@ots.treas.gov. Questions must be received no later than 4:00 PM EST 05/22/2006. You may fax questions to fax number (202-906-5648). Questions received after this date may not be answered. Each question should clearly specify the solicitation area (Attachment, page, etc. to which it refers.) When possible, questions should be phrased to permit "YES" or "NO" responses.

PLEASE NOTE: Contractors must be registered at www.ccr.gov, the Central Contractor Registration website in order to be eligible for contract award.

PLEASE NOTE: Government furnished equipment will not be provided under the resultant contracts.

SECTION B- SCHEDULE OF SERVICES AND SUPPLIES

B.1 SERVICES TO BE PROCURED

Non-personal thrift examination services as described in Section C—Performance Work Statement (PWS) will be acquired through approved key personnel at pre-negotiated hourly rates.

B.2 CONTRACT TYPE

Contracts resulting from this request for proposal (RFQ) will be Indefinite Delivery/Indefinite Quantity (IDIQ) Task Order contracts with pre-negotiated fixed billing rates and not-to exceed travel in accordance with the Office of Thrift Supervision (OTS) Travel Policy

Task Orders will be issued either on a firm-fixed price basis to complete an entire task or may be issued on a labor hour completion basis. If a task order is issued on a labor hour basis the OTS will specify a maximum amount of hours that the contractor has to complete the services under the task and provide the report associated with the Task.

Services provided under the resultant contracts can be ordered only by an authorized OTS Contracting Officer issuing individual task orders against an awarded contract or by the designated Technical Point of Contact specified in the contract as described in Section H.14.

B.3 CONTRACT SERVICES HOURLY RATE

Both the firm-fixed price and labor hour type task orders will be issued utilizing the key personnel hourly rates negotiated and specified in the resultant contracts. Proposed hourly rates must be fully loaded (i.e. overhead, general and administrative expenses (G&A), and profit). Payments by the OTS for services provided under this contract will be in accordance with the payment terms stated in the task order or technical direction letter. The OTS will not make payment for any holidays not worked or any travel time incurred. Contractor travel expense shall be reimbursed based on and within the guidelines of the OTS Travel Policy.

BASE CONTRACT YEAR – DATE OF AWARD THROUGH 09/30/2006

<u>CLIN</u>	<u>NAME OF KEY PERSONNEL</u>	<u>HOURLY RATE</u>
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0001

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0003

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0009

0010

0011

OPTION YEAR ONE – (10/1/2006 – 09/30/2007)

<u>CLIN</u>	<u>NAME OF KEY PERSONNEL</u>	<u>HOURLY RATE</u>
101		
102		
103		
104		
105		
106		
107		
108		
109		
110		
111		

OPTION YEAR TWO (10/01/2007 – 09/30/2008)

<u>CLIN</u>	<u>NAME OF KEY PERSONNEL</u>	<u>HOURLY RATE</u>
201		
202		
203		
204		
205		
206		
207		
208		
209		
210		
211		

OPTION YEAR THREE (10/01/2008 – 09/30/2009)

<u>CLIN</u>	<u>NAME OF KEY PERSONNEL</u>	<u>HOURLY RATE</u>
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301

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SECTION C - PERFORMANCE WORK STATEMENT

C.1 BACKGROUND

The Office of Thrift Supervision (OTS), a bureau of the United States Treasury, is the primary regulator of all Federal and many state-chartered Thrift institutions. The OTS was established as a bureau of the Department of Treasury on August 9, 1989 and has 4 Regional Offices located in Jersey City, NJ; Atlanta, GA; Dallas, TX, and Daly City, CA.

C.2 OBJECTIVE

To establish a pool of contractors to be available on a task order basis to provide examination services throughout the United States.

C.3 SCOPE

The following is an illustrative list of Thrift examination tasks to be performed. Any services related to Thrift examination may be ordered under this contract. More specific requirements, as well as examination schedules and due dates, will be fully described in Requests for Task Proposals (RTP).

C.4 MINIMUM MANDATORY OUTCOMES

C.4.1 General Thrift Examination, including, but not limited to:

- Assess the effectiveness of Thrift's operations.
- Assess compliance with laws and regulations.
- Assess the adequacy of and adherence to policies and procedures.
- Assess management's expertise and ability to manage the Thrift's affairs.
- Assess the board of directors' oversight and ensure that management and the board are receiving complete and accurate reports.
- Assess whether an acceptable system of records and internal controls is in place.
- Assess the effect of anticipated internal and external changes on the Thrift.
- Assess the Thrift's ability to meet its future needs for funds growth, capital formation, and loss absorption.
- Assess actual or undue risk to the Thrift.

C.4.2 Capital Markets, including, but not limited to:

- Assess asset/liability management activities, which utilize various types of hedge positions (forward commitments, futures, options, interest-rate swaps, caps, or other derivative instrument).
- Review a variety of mortgage security types (mortgage-backed securities, mortgage-derivative products, mortgage-backed bonds and mortgage swaps), to assess how they impact Thrift's portfolio.
- Assess Thrift's mortgage banking activities for profitability, accounting, production, secondary marketing and servicing.

C.4.3 Market Risks, including, but not limited to:

- Assess whether decision-making framework is sufficient to guide major financial functions (funds management and pricing, risk management, and earnings/value management).
- Assess that strategies and instruments utilized are appropriate to manage the risk/return profile.

C.4.4 Credit Risk, including, but not limited to:

- Assess the adequacy of policies, practices, procedures, and controls regarding loan portfolio management.
- Assess whether lending personnel are in compliance with lending policies.
- Assess the overall quality of the loan portfolio and identify sources or causes of any deficiencies that have resulted or may result in greater-than-normal losses.
- Assess compliance with applicable laws, rulings, and regulations.

C.4.5 Accounting, including, but not limited to:

- Report on the adequacy of Thrift's accounting practices and reporting systems.

C.4.6 Information Systems, including, but not limited to:

- Assess the effectiveness of management in establishing proper supervision and maintaining effective internal controls within a data center.
- Assess the adequacy of written standards and procedures in addressing system design, programming, testing, system implementation and software maintenance.
- Assess adequacy, timeliness, and completeness of program documentation.
- Assess if adequate data integrity is provided throughout a transaction cycle.
- Assess whether computer operation functions adequately address housekeeping, equipment maintenance, equipment operation, staff policies, and inter-department interface procedures.
- Assess the adequacy of the physical security plan.
- Assess the risks associated with telecommunication networks.
- Assess the adequacy of IT user and servicer control guidelines.

C.4.7 Community Reinvestment Act (CRA)/Consumer Compliance examination services to be performed include, but are not limited to:

- Assessing whether Thrift is in compliance with all the provisions and implementing regulations of the Community Reinvestment Act, Fair Housing Act, Home Mortgage Disclosure Act, Bank Secrecy Act, USA Patriot Act, OFAC, Regulation Z and Regulation B.
- Assessing whether Thrift has policies, practices, and procedures in place to assure compliance with non-discrimination requirements and regulations as well as the above-mentioned laws and regulations.
- Assessing whether loan/applications registers are properly maintained,
- Assessing the distribution of applications received from and loans made in the CRA defined assessment area
- Assessing whether a Thrift properly makes the disclosures required under the Fair Credit Reporting Act and, if a consumer Reporting Agency, whether it complies with the requirements of the Act.

C.4.8 Holding Company, including, but not limited to:

- Assess whether holding company structure is not designed to circumvent laws and regulation, and if activities of holding company and noninsured subsidiaries are permissible.
- Assess if transactions with affiliates are in statutory and regulatory compliance and not detrimental to the safety and soundness of the Thrift.
- Assess the level of reliance by the holding company on funds transferred from the Thrift.
- Assess the effect of the holding company's capital structure on the subsidiary Thrift.
- Assess the effectiveness of the holding company's board of directors and management in exercising control of the Thrift.

C.5 LABOR CATEGORY QUALIFICATIONS

The following labor category qualifications are for guidance. They describe OTS' desired, not mandatory, experience and educational qualifications. OTS reserves the right to determine the acceptability of all key personnel based on any overall combination of experience, skills, and education.

1. General Thrift/Bank Examination (Safety and Soundness): Contractors should have ten plus years examination or auditing experience having served as an examiner or auditor in charge; have a bachelor's degree in either finance, accounting, or business from an accredited college or university; and, hold certification in the safety and soundness field from a financial institution regulator.
2. Capital Markets: Contractors should have five plus years of practical experience with focus on asset/liability management activities which utilize various types of hedge positions (forward commitments, futures, options, interest-rate swaps, caps, or other derivative instrument); have an advanced degree in finance from an accredited college or university.
3. Market Risks: Contractors should have five plus years examination or auditing experience with focus on funds management and pricing, risk management, and earnings/value management; have a bachelor's degree in finance from an accredited college or university; hold certification in the safety and soundness field from a financial institution regulator.
4. Credit Risks: Contractors should have five plus years examination or auditing experience with focus on credit and lending review and classification; have a degree in finance, accounting or business from an accredited college or university; hold certification in the safety and soundness field from a financial institution regulator.
5. Accounting: Contractors should have five plus years practical experience in reviewing and analyzing financial institutions accounting and financial methods, procedures, and processes; a bachelor's degree in accounting from an accredited college or university; hold a Certified Public Accounting (CPA) certificate.
6. Information Technology: Contractors should have three plus years practical experience in financial institutions computer operations, programming, system analysis or computer auditing; a bachelor's degree in computer science from an accredited college or university; hold a CISA designation; for web site review, in addition to above, two plus years of related, practical experience.
7. Compliance/CRA: Contractors should have five plus years examination or audit experience in the consumer compliance area applying the statutory and regulatory standards for TIL, BSA, FPA, Regulation Z, Non-discrimination, CRA; a bachelor's degree in finance, accounting or business from an accredited college or university; successful completion of continuing education courses in the areas of consumer compliance; hold certification in the consumer compliance field from a financial institution regulator.

8. Holding Company: Contractors should have five plus years examination or auditing experience analyzing the statutory and regulatory impact of holding company operations, structure and inter-company transactions; have a bachelor's degree in finance, accounting or business from an accredited college or university; hold certification in the safety and soundness field from a financial institution regulator.
9. Quality Assurance: Contractors should have five plus years examination or auditing experience having served as an examiner or auditor in charge; be self motivated and capable of working independently; be able to follow an examination or audit program, as well as develop programs for new areas; have a bachelor's degree in accounting from an accredited college or university; hold a Certified Public Accountant (CPA) certificate.
10. Applications: Contractors should have five plus years regulatory or legal experience in analyzing applications filed by banks, thrifts, and/or holding companies; have a bachelor's degree in accounting, business, or JD from an accredited college or university.
11. Goodwill Document Review: Contractors should have three plus years practical paralegal experience in file and document review, analysis, and discovery for potential claims or causes of action related to financial institutions; hold an educational degree or certificate in the paralegal field.

SECTION D- PACKING AND MARKING

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SECTION E- INSPECTION AND ACCEPTANCE

52.246-4 Inspection of Services - Fixed-Price. (AUG 1996)

52.246-6 Inspection - Time-and-Material and Labor-Hour. (MAY 2001)

SECTION F- DELIVERIES OR PERFORMANCE**F.1 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offerer is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at www.arnet.gov (select Reference Corner, then Federal Acquisition Regulations – FAR)

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

NUMBER	DATE	TITLE
52.242-15	Aug 1989	STOP WORK ORDER
52.242-17	Apr 1984	GOVERNMENTAL DELAY OF WORK

F.3 PERIOD OF PERFORMANCE

The contract base period of performance shall be from date of award through 9/30/2006 with three (3) one year options.

Base Year – Date of award through 9/30/2006
 Option Year I – 10/01/2006 – 9/30/2007
 Option Year II- 10/01/2007 – 9/30/2008
 Option Year III- 10/1/2008 – 9/30/2009

SECTION G - CONTRACT ADMINISTRATION DATA

NOTE: GOVERNMENT FURNISHED EQUIPMENT WILL NOT PROVIDED UNDER RESULTANT CONTRACTS.

G.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

- (a) The Contracting Officer's Technical Representative (COTR) shall be designated at time of contract award.
- (b) The COTR is responsible for the technical aspects of the project and is the technical liaison with the contractor. The COTR is also responsible for the final inspection and acceptance of all the work performed under the contract, including review and approval of any reports, and any other responsibilities as may be specified in the contract.
- (c) The COTR is not authorized to make any commitments or otherwise obligate the OTS or to authorize any changes that affect the price or terms and conditions of the contract. Any Contractor request for changes shall be referred to the Contracting Officer identified in this contract either directly or through the COTR. No changes to this contract may be made without the express written authorization of the Contracting Officer. The COTR may designate assistant COTR(s) by naming assistants in writing and transmitting a copy of such designation to the Contractor through the Contracting Officer.
- (d) The COTR may be changed by the Government at any time. Notification of the change will be provided in writing to the Contractor.

G.2 ORDERING PROCEDURES

The OTS Contracting Officer or the designated technical point of contact specified in the contract as described in Section H14 will order services for individual examinations by issuing delivery orders or technical direction letters to the Contractor. The letters will specify the location and Thrift institution where the examination will take place, the type of examination required, the duration of the examination, the period of performance for the examination.

The task letters may be issued on a firm-fixed-price-basis to complete an entire task and the report or may be issued on a labor hour completion basis. If the task letter is issued on a labor hour basis, the OTS will specify a maximum amount of hours the Contractor has to complete the task and submit a report.

G.3 INVOICING AND PAYMENTS

- (a) Invoices shall be submitted to:

Accounting Services Branch
Avery St A3-G
Bureau of Public Debt
PO Box 1328
Parkersburg WV 26106-1328

- (b) Invoices shall be submitted on the 10th day of the month following that in which costs are incurred, but not more often than monthly. Payment will be made monthly and in accordance with the Prompt Payment Act.

- (c) To expedite payment, the Contactor shall include on the invoice the following information: (1) Contractor Name, address, telephone number, and Dun &Bradstreet number.
- (2) Contract number and date
 - (3) Invoice number and date
 - (4) Description and price by item, if separately priced, including hours and travel related cost
 - (5) Time period(s) covered in the invoice
 - (6) The name and telephone number of the OTS COTR
 - (7) The contractor's signature
- (d) Invoices with missing data and/or charges in excess of contractual limits will be returned to the Contractor for correction.

G.4 NOTIFICATION OF POST AWARD CONFERENCE

Within ten (10) days after contract award, a Post Award Conference may be held by the Contracting Officer between the COTR and the Contractor. This meeting will be conducted either in person or by phone. Attendees from the Government will include the Contracting Officer, the COTR. And any supporting staff considered necessary for effective contract performance. A representative(s) of the Contractor familiar with and responsible for the both technical and contractual requirements will be required. The Contractor will be notified, by phone, regarding the exact time and location of the meeting.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 TRAVEL AND PER DIEM

All travel and per diem expenses, if required or deemed necessary by the Government to perform the required work under a task letter, shall be approved by the COTR in advance. All air travel shall be invoiced utilizing economy class and all ground transportation and per diem shall be invoiced in accordance with rates applicable to OTS employees and in accordance with the OTS Travel Policy. Use of a rental car, if applicable, shall be invoiced at the most economical rate available for the intended purpose. Personal car travel shall not be invoiced at more than the current rate per mile allowed for OTS employees. Travel Policy and approved in advance by the Contracting Officer's Technical Representative (COTR).

The contractor will not be reimbursed for travel within a 50-mile radius of the Contractor's office unless pre-approved by the COTR.

Total allowable travel expenses will be stated in the task letter. The Contractor may not exceed the amount without prior written approval of the Contracting Officer.

H.2 SECURITY INVESTIGATIONS

The Contractor/key personnel providing services under this purchase order must complete and submit security suitability forms. These forms will be provided after contract award and must be submitted prior to the commencement of work. The OTS will review suitability information in determining task order award.

OTS security investigations consist of personal background inquiries pertaining to verifications of names, physical description, marital status, present and former residences, employment history, personal references, fingerprint classification, arrest record, and other information related to persons designated under this purchase order.

It is the Option of the OTS to allow uncleared contractor personnel to perform duties under this purchase order for a limited period of time after the Security forms have been submitted.

If the OTS receives disqualifying information on the key personnel as a result of a security investigation, the OTS may terminate the purchase order.

All contractor (including subcontractor) personnel proposes to work on-site under this contract must undergo a National Agency Check (NAC) security background investigation to determine suitability to perform work under the resultant contract.

The awardee(s) must complete and submit the following forms to the Contracting Officer who will review and forward them to the OTS Security Officer.

- Standard Form 85—Questionnaire for Non-Sensitive Information
- FD-258—Fingerprint Chart
- Declaration for Federal Employment

Prospective contractor(s) intending to use non-U.S. citizens are required to meet applicable Department of Labor (DOL) Foreign Labor Certification Program and U.S. Immigration and Naturalization (INS) requirements.

Foreign Nationals (Non-U.S. Citizens) to be employed under this contract must:

- have legal visa status with the Immigration and Naturalization Service (INS);
- have been in the U.S. long enough for information obtained from a background investigation to reveal adequate information.

If OTS receives information on a contract employee, the contractor, upon notification of disqualifying information, must immediately remove the employee from duties, which require access to OTS facilities.

OTS uses several basic factors in making suitability determinations for contract employees. Individuals may be barred from working on the premises of a facility for any of the following:

- Delinquent in any amount due for Federal taxes
- Conviction of a felony of a crime of violence or of a misdemeanor involving moral turpitude.
- Falsification of information entered on security screening forms or of other documents.
- Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or conduct prejudicial to the Government regardless of whether the conduct directly related to the contract.
- Any conduct judged to pose a potential threat to departmental personnel or property.
- Maintaining citizenship in “hostile” countries.
- Reasonable doubt of loyalty to the U.S.

These factors are intended as a guide and are not all inclusive of all disqualifying situations. OTS has full control over granting, denying, withholding, and terminating access to OTS facilities and/or sensitive information to contractor employees based on the results of a security screening. Compliance with the requirements shall not be construed as providing a contract employee clearance to have access to classified information.

Contractors with access to OTS computer systems or e-mail under the terms of this contract shall complete security awareness training. Training must be completed within specific time frames based on the sensitivity of the access. Periodic security awareness or targeted security training must also be completed upon request.

Performance—The Contractor shall abide by Department of the Treasury Directive 85-01 regarding provisions for IT security and authorized entrance and exit at these facilities.

During all operations on OTS premises, Contractor personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility, as specified in the Federal Property Regulations and in accordance with OTS security policies, requirements, and procedures. Failure to comply with these rules and regulations will result in denial of entry to OTS premises. The OTS security official will be the primary authority on all security matters relating to this contract.

Note: Upon contract award, contractors will be required to complete OTS IT security training.

H.3 SUBCONTRACTOR/CONSULTANT ARRANGEMENTS

The offeror's contract proposal and/or task order proposal shall identify all subcontract/consultant arrangements proposed for this effort. Specifically, the following information shall be provided to the Contracting Officer:

(1) Company name of each subcontractor or the individual name in the case of independent consultants;

- (2) Names of each subcontractor's corporate address; and,
- (3) Scope of Work to be performed by each subcontract/consultant.

Throughout the term of this contract, the Contractor shall obtain prior written authorization from the Contracting Officer for any additions, deletions, or changes in subcontract/consultant arrangements entered into for the purpose of performing this contract effort. The Contractor shall furnish the Contracting Officer with the above-specified items of information for any subcontract/consultant arrangement, which the Contractor proposes subsequent to contract award.

The provisions of this clause do not preclude any requirements regarding subcontractors, which may be set forth elsewhere in this solicitation/contract.

H.4 TECHNICAL DIRECTION

(a) Performance of the work under this contract shall be subject to the technical direction of the COTR or the designated technical point of contact identified elsewhere in the contract. The term "technical direction" is defined to include:

- Provision of written information to the Contractor, which assists in the interpretation of drawings, specifications, or technical portions of the work description.
- Review, and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.

b) The COTR/technical point of contact does not have the authority to, and may not, issue any technical direction which:

(1) Constitutes an assignment of additional work outside the Statement of Work;

(2) Constitutes a change as defined in the contract clause entitled "Changes";

(3) Causes an increase or decrease in the total price or the time required for contract performance;

(4) Changes any of the expressed terms, conditions or specifications of the contract; or

(5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

(c) All technical directions shall be issued in writing by the COTR (a copy of all technical directions shall be provided to the Contracting Officer).

(d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COTR/technical point of contact in the manner prescribed by this article and within his authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COTR/technical point of contact that falls within one of the categories defined in (b)(1) through (5) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction.

H.5 OBLIGATION OF FUNDS

All funds shall be obligated by individual task orders issued against this contract. Task orders shall be fully funded with appropriate calendar year funds when issued.

H.6 GOVERNMENT/CONTRACTOR RELATIONSHIPS

The Government and Contractor understand and agree that the services to be provided under this contract by the Contractor to the Government are non-personal services. The parties recognize that no employer-employee relationship exist or will exist under this contract. The Contractor contracts with the Government to furnish the specified services fully described herein and is accountable to the Government only for furnishing such services, materials, or work ordered. For the purpose of this contract, the Contractor's employees shall not be subject to the supervision of a federal office or employee while engaged in the performance of its duties.

H.7 CONTRACTOR KEY PERSONNEL

The key personnel for the contract shall be those persons identified in the contract at time of award as essential to the project (filled in by the OTS at award).

The contractor agrees that whenever, for any reason, an individual is unavailable to perform under this contract, it will replace the individual with an equally qualified substitute of comparable experience and qualifications. However, prior to making any changes, the contractor shall submit to the Contracting Officer's Technical Representative (COTR), a resume giving the full name, title, date and place of birth, relevant experience and salary history, for all proposed successor personnel before assignment under this contract. The contractor also agrees that no change in any of the above personnel shall be made without the prior written approval of the Contracting Officer.

Once a change in key personnel request is received, the Contracting Officer will promptly notify the contractor if such replacement personnel is considered sufficiently qualified. The contractor agrees to promptly replace unacceptable personnel with employees acceptable to the Contracting Officer.

H.8 SPECIALIZED SKILL SERVICES

If the performance of certain tasks requires the use of highly technical, specialized services which fall outside the skill categories defined in this contract, the Government reserves the unilateral right to require the utilization of specialized consultant categories not listed in Section B of this contract. If the contractor determines that such specialized skills will be required to perform a task, a justification shall be included with the task proposal explaining why the services cannot be satisfied using the labor categories under the contract. It is the OTS' unilateral right to utilize specialized labor categories other than those listed in Section B of the contract.

H.9 HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The Contractor shall save, hold harmless, and indemnify the OTS against any and all liability, claims, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work under the terms of this contract, resulting in whole or in part from the intentional and/or negligent acts or omissions of Contractor, and Subcontractor, or any employee, agent, or representative of Contractor or Subcontractor.

H.10 CONFIDENTIAL OR SENSITIVE INFORMATION

The work to be performed and data released to the Contractor's designated key personnel shall be treated as sensitive in nature and is not to be discussed with or released to anyone except Government employees assigned to the project and other Contractor personnel working on the project. The Contractor is responsible for having all its employees working under this contract and task orders or having access to privileged information under this contract to execute all Certifications required by the OTS under this contract and/or task order. The OTS, as it deems appropriate, may require additional certifications be completed by the contractor at any time during contract or task order performance.

Additionally, any information contained in the solicitation or the work papers related to examination of conditions, reports prepared by, on behalf of, or for the use of the contractor shall not be disclosed to the public, including your clients or customers.

H.11 ETHICS AND FINANCIAL DISCLOSURE CERTIFICATIONS

The Contractor is responsible for having all individuals performing work under this contract complete and sign the following forms located in Section J:

- a) Access to Confidential or Sensitive Information
- b) Conflict of Interest Certification for Thrift Examination Services
- c) Ethics and Financial Disclosure Certification
- d) Financial Disclosure Forms

The OTS may reject any contract or task order proposal in which all of the above certifications have not been fully completed. The OTS may also reject any proposal or terminate a contract or task order if any adverse information is disclosed on any of the above forms or is uncovered relative to the above certifications by the OTS.

H.12 NEWS RELEASE

News releases or any other form of publicity concerning this procurement shall not be made without prior written approval of the Contracting Officer.

H.13 MODIFICATION AUTHORITY

Notwithstanding any other provision of this contract, the Contracting Officer is the only individual that can authorize and accept nonconforming work, waive any requirement, or modify any term or condition of this contract.

H.14 TASK ORDER ISSUANCE PROCEDURES

Services under this contract will be ordered by issuance of individual task orders or by technical director letters. Contractors awarded a contract are not required to submit a proposal for task orders.

Contractor may submit a proposal in response to a Request for Task Proposal (RTP) issued by the OTS. An RTP will fully describe OTS' Thrift examination requirements.

Only an OTS Contracting Officer or the COTR has the authority to issue an RTP and any resulting Task Orders under this contract. All Task Orders issued hereunder are subject to the terms and conditions of this contract. The provisions of this contract shall control in the event of a conflict with any Task Order issued pursuant to this contract.

Each qualified contractor shall be provided a fair opportunity (see exceptions in paragraph G below) to be considered for each task in excess of \$2,500. When appropriate, OTS will identify those Contractor(s) with designated key personnel who reside in the geographical location of the task and who have the needed knowledge and skills. However, all contractors may be assigned work throughout the US. The OTS will send an RTP to a reasonable number of Contractors identified in a particular location.

Each Contractor sent an RTP will be given the opportunity to propose on the task or decline. From among those Contractors that propose, the OTS will award a task order to the Contractor whose proposal represents the best overall value to the OTS.

If award is not made to any Contractor within the geographic location of the task then the OTS will consider Contractors outside the geographic location.

Contractor shall submit a technical proposal specifying specific experience of the key personnel(s) proposed for the task and provide a price proposal utilizing the hourly rate in Section B. Task Proposals will be due within one to two weeks of issuance of an RTP, or as otherwise stated in the RTP.

A. An RTP shall include:

1. A Performance Work Statement;
2. The required start and completion date;
3. Reporting requirements and list of deliverables;
4. Deliverable acceptance criteria;
5. Task order proposal evaluation criteria (if proposed Task Order is to be competitively awarded).
6. Date and time by which task order proposal responses are due.

B. The contractor's response to an RTP shall include:

1. Key personnel experience and qualifications
2. Total number of hours for each key personnel (if not specified by the OTS);
3. Total price to perform the task utilizing the hourly rate specified in Section B;
4. Any additional information specifically requested in the RTP, including Conflicts of Interest Certifications requested by the OTS.

C. The Government will review the Task Order Proposal against the evaluation factors indicated in the RTP to determine award.

D. The Contracting Officer at this time may issue a task order without discussions based on the acceptability of the task order proposal or request that the contractor clarify his Task Order Proposal.

E. If negotiations are required, the Contracting Officer will arrange a meeting between the appropriate personnel. Within a period authorized by the Contracting Officer, the Contractor shall provide a revised Task Order Proposal addressing each of the preceding discussion points/agreements.

F. The Task Order will be issued on Optional Form 347 and will include, but not limited to:

- The Performance Work Statement with supporting documentation;
- The required start and completion date;
- Reporting requirements and list of deliverables;
- Deliverable acceptance criteria;
- Total hours and price to perform the task;
- Authorized travel and maximum reimbursement amount.

G. Contractors will not be given an opportunity to be considered for a particular order in excess of \$2,500 if the Contracting Officer determines that:

(i) The agency need for Thrift examination services is of such urgency that providing such opportunity would result in unacceptable delays;

(ii) Only one contractor is capable of providing services at the level of quality required.

(iii) The order should be issued on a sole source basis in the interest of economy and efficiency as a logical follow on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; or

(iv) Please note that award of a contract does not guarantee the awardees will be awarded any task orders.

To determine which contractor will receive a Request for Task Proposal (RTP), the Contracting Officer need not contact each firm awarded a contract in making a determination pursuant to item J above if the Contracting Officer has adequate, available information. The Contracting Officer will exercise broad discretion in executing this procedure.

SECTION I - CONTRACT CLAUSES

I.1 LIMITATION ON LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION - DEPARTMENT OF THE TRESURY, NOV 1990) (FAR 52.203-12) (JUN 1997)

APPEARS AFTER SECTION (ii) Professional and Technical Services. (E) of the FAR Clause

(iii) Selling activities by independent sales representatives. The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(A) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(B) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

I.2 ORDERING. (OCT 1995) 52.216-18

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders, task orders, or technical director letters by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 60 months.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.3 ORDER LIMITATIONS (OCT 1995) 52.216-19

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$5,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of \$1,000,000;

(2) Any order for a combination of items in excess of \$1,000,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding \$1,000,000.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.4 INDEFINITE QUANTITY. (OCT 1995) 52.216-22

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six months following contract expiration.

I.5 OPTION TO EXTEND SERVICES. (NOV 1999) FAR 52.217-8

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

I.6 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) FAR 52.217-9

(a) The Government may extend the term of this contract by written notice to the Contractor provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

I.7 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998) 52.252-2

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

WWW.ARNET.GOV (Select REFERENCE CORNER then FEDERAL ACQUISITION REGULATIONS-FAR)

FAR 52.202-1	DEFINITIONS (JUL 2004)
FAR 52.203-3	GRATUITIES (APR 1984)
FAR 52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
FAR 52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
FAR 52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
FAR 52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
FAR 52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
FAR 52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)
FAR 52.204-2	SECURITY REQUIREMENTS (AUG 1996)
FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
FAR 52.304-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)
FAR 52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
FAR 52.215-2	AUDIT AND RECORDS – NEGOTIATION (JUN 1999)
FAR 52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
FAR 52.215-13	SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS (OCT 1997)
FAR 52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)
FAR 52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)
FAR 52.222-3	CONVICT LABOR (AUG 1996)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
FAR 52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)
FAR 52.222-25	AFFIRMATIVE ACTION COMPLIANCE (APR 1984)
FAR 52.222-26	EQUAL OPPORTUNITY (APR 1984)
FAR 52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1998)
FAR 52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (JAN 1998)
FAR 52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)
FAR 52.222-38,	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)
FAR 52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

FAR 52.223-6	DRUG-FREE WORKPLACE (JAN 1997)
FAR 52.227-1	AUTHORIZATION AND CONSENT (JUL 1995)
FAR 52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
FAR 52.227-14	RIGHTS IN DATA - GENERAL. -- ALTERNATE II (JUN 1987)
FAR 52.227-18	RIGHTS IN DATA - EXISTING WORKS (JUN 1987)
FAR 52.229-3	FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
FAR 52.232-1	PAYMENTS (APR 1984)
FAR 52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (DEC 2002)
FAR 52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
FAR 52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
FAR 52.232-11	EXTRAS (APR 1984)
FAR 52.232-17	INTEREST (JUN 1996)
FAR 52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)
FAR 52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
FAR 52.232-25	PROMPT PAYMENT (OCT 2003)
FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
FAR 52.233-1	DISPUTES -- ALTERNATE I (DEC 1991) JUL 2002
FAR 52.233-2	SERVICE OF PROTEST (AUG 1996)
FAR 52.233-3	PROTEST AFTER AWARD (AUG 1996)
FAR 52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
FAR52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION. (APR 1984)
FAR52.242-13	BANKRUPTCY (JUL 1995)
FAR 52.242-14	SUSPENSION OF WORK. (APR 1984)
FAR 52.242-15	STOP-WORK ORDER. (AUG 1989)
FAR 52.242-17	GOVERNMENT DELAY OF WORK. (APR 1984)
FAR52.243-1	CHANGES - FIXED-PRICE -- ALTERNATE II (APR 1984) AUG 1987
FAR52.243-3	CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS (SEPT 2000)
FAR52.244-2	SUBCONTRACTS (AUG 1998)
FAR52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)
FAR52.246-20	WARRANTY OF SERVICES. (MAY 2001)
FAR52.246-25	LIMITATION OF LIABILITY – SERVICES (FEB 1997)
FAR52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)
FAR52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)
FAR52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
FAR52.249-14	EXCUSABLE DELAYS (APR 1984)
FAR 52.252-1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)
FAR 52.252-2	CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
FAR 52.252-3	ALTERATIONS IN SOLICITATION (APR 1984)
FAR 52.252-4	ALTERATIONS IN CONTRACT (APR 1984)
FAR 52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)
FAR52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

[END OF SECTION I]

SECTION J - ATTACHMENTS

PLEASE NOTE: ALL OFFERORS (SMALL BUSINESSES AND INDIVIDUALS) ARE REQUIRED TO SUBMIT THE DOCUMENTS AS SPECIFIED IN SECTION L.12 AND REPEATED IN THIS AMENDMENT FOR YOUR CONVENIENCE. YOU WILL NOT BE ELIGIBLE TO RECEIVE AN AWARD WITHOUT PROVIDING ALL THE INFORMATION REQUIRED IN SECTION L.12.

PLEASE NOTE: The Independent Government Estimate Hourly Labor Rate of \$55. per hour is provided for your information.

PREVIOUS QUESTIONS AND ANSWERS TO PHASE ONE RFP ARE HEREBY PROVIDED FOR YOUR INFORMATION. (Some responses have been appropriately updated)

The following questions and answers are provided:

Q1. Is the contract examiner program strictly for business units and not for individuals?

A1. Individuals as well as small businesses may submit a proposal.

Q2. If an individual examiner can be part of the proposal, is there another format for the individual offeror that will be issued in the future by OTS, or would I have to formulate my interest within the small business solicitation issued December 17, 2004?

A2. All responses must be in the same format required in Section L of the solicitation.

Q3. With respect to proposed Key Personnel:

- a. Can we propose the same candidate (key personnel) for more than one Labor Category?
- b. Can we propose more than one candidate for a particular Labor Category?
- c. Can we propose no candidates for a particular Labor Category?

A3. With respect to proposed Key Personnel:

- d. **Yes, you may propose the same candidate (key personnel) for more than one Labor Category?**
- e. **Yes, you may propose more than one candidate for a particular Labor Category?**
- f. **Yes, you may propose no candidates for a particular Labor Category?**

Q4. With respect to Past Performance Records (PPRs):

- g. Is there a maximum number of PPRs we can submit? If so, what is the maximum?
- h. Should the PPRs be related to (i.e. a description of) work/assignments performed/conducted by each of our proposed Key Personnel, or should they be related to work/assignments conducted by our firm (which may not be the same)

A4. With respect to Past Performance Records (PPRs):

- i. **Yes, please provide 3 PPRs as indicated in Section L.**
- j. **For offerors who will provide employees to perform work under this contract, this evaluation will include the Offerors' organizational PPRs records in addition to the past performance of the designated key personnel.**

Q5. Regarding the referenced RFP, I will be one of the key personnel included in an application to be made by a partnership. For various reasons, I would also like to submit an application as a lone individual. Is this allowable? If it is allowable, are there any additional steps I should take to avoid confusion, delay, etc., in the processing of my application?

A5. No, an individual may not be included in proposals by a small business and submit a separate proposal as an individual contractor.

Q6. With respect to Section J - Attachments, could you please clarify which forms are to be completed by each of the proposed Key Personnel, and which forms are to be completed by an authorized officer/employee on behalf of our firm? Our understanding is as follows:

- a. Statement of Confidentiality (i.e. Page 1 of 7) - to be completed by each of the proposed Key Personnel;
- b. Conflict of Interest Certification (i.e. Page 3 of 7) - to be completed by an authorized officer/employee on behalf of our firm;
- c. Ethics and Financial Disclosure Certification (i.e. Page 4 of 7) - to be completed by each of the proposed Key Personnel;
- d. "Confidential Supplemental Financial Disclosure" (OTS 1569), and "Executive Branch Confidential Financial Disclosure Report" (OGE 450) (referred to on Page 7 of 7) - to be completed by each of the proposed Key Personnel, but will not be required until a contract is awarded (i.e. **need not be** submitted with the proposal).

We would appreciate if you would please confirm.

A6. All of the forms listed above and otherwise referenced in the solicitation must be completed by each of the proposed Key Personnel and should also be completed by an authorized officer/employee on behalf of our firm. All the above forms should be submitted with your proposal in order to be eligible for award.

Q7. Assume that ABC is a partnership with 6 key personnel and that it is awarded a contract by OTS. Assume further that ABC is subsequently invited to submit a proposal in response to a Request for Task Proposal on a specific job requiring 4 people. Assume further that ABC submits a proposal showing all 6 key personnel as qualified for that particular assignment. If OTS selects ABC for the job, would OTS decide which of the key personnel to select for the assignment, or would that be left up to the discretion of ABC? And what if all 6 key personnel had identical hourly rates? And what if the hourly rates for the 6 people were different from each other?

A7. Based on your assumptions, the contractor would be required to submit a proposal that is responsive to the specific Request for Task Proposal. The contractor is responsible for proposing the best qualified key personnel to complete the task at the most advantageous rates. The government would evaluate the proposal and award a task order to the most advantageous offeror.

Q8. The solicitation makes it clear that OTS will not provide supplies or equipment. I would naturally assume that applicants awarded a contract will need a laptop computer. Will there be any minimum memory requirements or specific software requirements to effectively function as a contractor?

A8. The equipment used by the contractor must be sufficient to complete the work as required in the task order or the technical direction letter. The report format should be compatible with Microsoft Word 2000.

Q9. Regarding K.8 (a) (2), I can't figure out what the size standard should be. I believe this will be a "services" contract so therefore I assume the stated standard of 500 employees should not apply.

A9. The size standard is \$150 Million.

Q10. I am not entirely clear on what you expect to be covered in the "Contractor Offering Letter" that is to be included as part of Volume I. I would assume it should include a simple statement offering to perform the services described in the solicitation. I understand that pricing is not to be included in the letter. I suspect you might want something more than this, but I don't know what that would be. Can you clarify please?

A10. A statement offering to enter into a contract to perform the desired work will suffice for the letter. However, please remember to include the other information required for Volumes II and III as stated in Section L of the solicitation.

Q11. Regarding the Section K certification, K.10 (a) refers to the " . . . Equal Opportunity clause of this solicitation". Based on the content of 52.222-25, should the words "Equal Opportunity" be "Affirmative Action"?

A11. Section K.10 should read as follows:

52.222-25 Affirmative Action Compliance (Apr 1984)

The offeror represents that-

- (a) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or**
- (b) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.**

Q12. I have a question regarding the Executive Branch Confidential Financial Disclosure Report. The first page of the report makes it clear that it is intended ONLY for EMPLOYEES of the Executive Branch, or in this case, the OTS. I am not and will not be an employee of the OTS. So - how can I put my name in the very first box on the form which asks for "Employee's Name"? Should I assume you want me to do this?

A12. As stated in Section J, "All Persons working on a thrift examination services contract will be considered "federal government employees" who must comply with applicable OTS ethics regulations during their period of service. For the purposes of this contract, please complete the form. It is understood by OTS that you are not an "Employee" of OTS.

Q13. Is the contract examiner program designed for business firms and not for individuals to apply?

A13. Both individuals and small business firms can submit proposals for the contract examiner program.

Q14. If an individual former OTS examiner (such as myself can apply) is there another format for application? (The reason for this question is that I do not understand how an individual can utilize the small business solicitation issued December 17, 2004.)

A14. There is no other format for individuals to use. All contractors must submit a proposal that meets the requirements listed in Section L of the solicitation.

The instructions are repeated below for your convenience:

L.12 PROPOSAL PREPARATION INSTRUCTIONS

VOLUME I, OFFER AND OTHER DOCUMENTS

(a) General

Volume I, Offer and other Documents consists of the actual Contractor offering letter to enter into a contract to perform the desired work. It also includes:

1. a completed and signed Standard Form 33
2. required Representations of Section K of the solicitation
3. all certifications and acknowledgments requested in the solicitation
4. a summary of exceptions taken to the solicitation document
5. any other administrative information required

(b) Acceptance Period. The acceptance period entered on the Standard Form 33 by the offeror shall not be less than 180 days and may be extended by mutual agreement of the parties.

(c) Signature Authority. The person signing the Standard Form 33 must have the authority to commit the offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the Solicitation, to make an award without further discussion if it so elects.

VOLUME II, TECHNICAL PROPOSAL

Volume II, Technical Proposal, shall include the following components:

1. Key Personnel Resumes outlining relevant skills, experience, and education. Each resume submitted must be no more than 2 8.5X11 pages in length with the following format:

The Labor Category(ies) for which you are to be considered (from Section C Labor Category Qualifications)

Name

Business address

Education

Any Certifications held

Relevant skills and work experience

2. Past Performance discussion. This section shall contain brief descriptions of three projects of relevant scope and complexity performed by each key personnel proposed. If no past performance information is provided, offeror will be negatively impacted. If the offeror is a new firm with no past performance information, the offeror will be treated neutrally. For this solicitation, a new firm is defined as a company that has been established within the past two years from the date of the offeror's proposal. The contractor shall provide the following information for each of the three required projects.

Customer's Name:

Customer's Contracting Officer or Contact Person:

Name: Title:

Address:

(Area Code) Telephone No.:

Contract Number:

Place of Performance:

Period of Performance:

Brief Description of Services Provided:

Total Amount of Contract:

VOLUME III, PRICE PROPOSAL

(a) General

(1) The Price Proposal , Volume III, consists of the offeror's price to perform the work as set forth in the Performance Work Statement. The Price Proposal will be evaluated to determine the reasonableness of price for each labor category. Contractual Price information is not to be included in the Technical Proposal, Volume II, or the Offer and Other Documents, Volume I.

L.13 RESPONSIBLE PROSPECTIVE CONTRACTORS

(a) The general and additional minimum standards for responsible prospective contractors set forth at 48 CFR 9.1 apply.

(b) OTS may conduct preaward surveys in accordance with 48 CFR 9.106 and may solicit from available sources, relevant information, and use such information in making determinations of prospective offeror responsibility.

Q15. Does the contract examiner program expect former examiners (or anybody else) to contact small business firms that specialize in audit work and offer their services to that firm?

A15. No, individuals may submit a proposal directly to OTS.

Q16. The material identifies a deadline in January 2005 for submission of applications/materials to participate in this program. If I want to retire from OTS mid-year 2005, would I be able to join this program at this time, or is January the only month for applications?

A16. If you are presently working for OTS, you would not be eligible for "Phase I" of this program for which proposals are due at 4:00PM on January 24, 2005. We may have other "Phases" of this requirement, which would have later closing dates. The closing date for this Phase (Phase 3) is 2:00PM June 2, 2006.

Q17. **H.2-Security Forms.** (Page 18) My understanding that the security forms (SF 85, FD-258, and Declaration for Federal Employment) are not required with the proposal and that they will be requested following issuance of the contract. Is this true?

A17. Yes. As stated under Section H.2 Security Investigations, the Contractor/key personnel providing services under this purchase order must complete and submit security suitability forms. These forms will be provided after contract award and must be submitted prior to the commencement of work. The OTS will review suitability information in determining task order award.

Q18. Attachment J-Page 5 (page 35) lists several ethics issues including filing of two Financial Disclosure Forms (OTS 1569 and OGE 450). Are these forms required with the proposal? Alternatively, are they to be forwarded after receipt of a contract like the three security forms?

A18. All forms listed in Section J and referenced in Section J are required and should be included with your proposal.

These forms include:

- ACCESS TO CONFIDENTIAL OR SENSITIVE INFORMATION
- CONFLICT OF INTEREST CERTIFICATION FOR THRIFT EXAMINATION SERVICES
- ETHICS AND FINANCIAL DISCLOSURE CERTIFICATION
- OTS CONFIDENTIAL SUPPLEMENTAL FINANCIAL DISCLOSURE (OTS 1569)
- EXECUTIVE BRANCH CONFIDENTIAL FINANCIAL DISCLOSURE REPORT

Q19. We are a little confused on the Small Business aspects as stated in L.9 of the RFP as follows:

L.9 SMALL BUSINESS SIZE STANDARD AND SET-ASIDE INFORMATION (UNRESTRICTED)

This acquisition is restricted to small businesses under NAIC Code 522120 with a size standard of \$150 Million or less annual gross receipts.

Our question is this NAIC code is for Savings Institutions. We are a CPA firm with a NAIC code of 541211. We understand the revenue minimum for this code is \$7,000,000. We have over \$7,000,000 in revenue including our consultancy. Can we bid on this proposal? Note the title of L.9 states (UNRESTRICTED).

A19. This acquisition is restricted to small businesses under NAIC Code 522120 with a size standard of \$150 Million or less annual gross receipts. Companies or individuals with annual gross receipts of under \$150 Million may propose.

Q20. If a vendor is selected to perform a task or statement of work (SOW), would the work be performed at the client's site (i.e. at one of the OTS's regional offices - Atlanta, GA; Dallas, TX; Jersey City, NJ; or Daly City, CA) or at the vendor's site (i.e. the vendor has an office in Dallas, TX and performs the work at that office with representatives of the client visiting that office when necessary)? Furthermore, if the work is to be performed at the client's site, are client sites relegated to the cities of the regional offices (e.g. Atlanta, Dallas, Jersey City, and Daly City) or are client sites nationwide, thus depending on the specific of the SOW?

A20. The work is performed at Client Sites Nationwide, depending on the specifics of the Performance Work Statement (PWS).

Q21. Under C5 of the RFP you indicate items 1,3,4,7 & 8 the personnel have to "certified by one of the financial institution regulators" We do not have any staff holding those certifications, but did have this very contract back in the late 1980s and 1990s with the OTS. I in fact was the partner on the examinations when I was with Grant Thornton LLP. Can we propose on the RFP without the certifications required by C5?

A21. No, all key personnel must meet the requirements specified in C.5 Labor Category Qualifications.

Q22. I currently provide outsourced consulting services for 4 OTS regulated institutions. I assume that I will continue to do this but be recused from performing contract exam work. Is this correct?

A22. Amended Response to Q22:

PLEASE NOTE: While OTS may contract with someone who is also doing examination work under contract with another regulator (federal or state), OTS will not contract with anyone who does any bank or thrift consulting work while under contract with OTS.

Q23. I currently own stock in some of these same institutions, the RFP indicates that I cannot purchase stock but is silent about whether the existing stock would have to be liquidated. Can you clarify?

A23. Please complete the forms as appropriate and each form will be reviewed and feedback will be provided as appropriate to determine if existing stock would have to be liquidated.

All the following attachments must be completed and submitted with the contractor's proposal in order to be considered for contract award.

ACCESS TO CONFIDENTIAL OR SENSITIVE INFORMATION

Statement of Confidentiality

Page 1 of 7

I, _____, understand that I may have access to confidential or sensitive information, including confidential reports of examination, sensitive data, and other non-public information that may be protected by attorney-client, work product and other legal privileges during the course of my work as an Office of Thrift Supervision (OTS) contractor. I also understand that confidential or sensitive information generally is not made available to non-OTS employees, contractors or consultants.

As a condition for accessing any and all confidential or sensitive information, I agree to:

1. Not disclose to any person, organization, or agency any of the confidential or sensitive information that I may access, unless I have written permission of the OTS Director or his designated representative.
2. Not disclose to any OTS employee who does not have a need to know the confidential or sensitive information that I may access, unless I have written permission of the OTS Director or his designated representative.
3. Secure and protect any confidential or sensitive information in a manner consistent with OTS' rights in the information.

Signature: _____

Date: _____

Offeror's Name: _____

NOTICE TO ALL OFFERORS

Page 2 of 7

All persons submitting offers to the Office of Thrift Supervision (OTS) must sign the attached Conflict of Interest Certification. The first paragraph requires the Offeror to certify either: (1) it has no potential or actual conflict of interest that would prevent its providing impartial thrift examination services to OTS, or (2) if a conflict exists, the Offeror has informed OTS. The Offeror also must inform OTS of any unfair advantage it may have in receiving a contract award.

The second paragraph requires that an Offeror inform OTS if it has contracted to provide bank or thrift examination services to another government agency or to the private sector, or has had private sector employment within the past 12 months. (Note: No disclosure is needed for recent employment with OTS or another federal agency.) This information will be used to determine whether providing such services results in the Offeror's having a conflict of interest. If a conflict exists, OTS will determine whether it can award a contract to the Offeror.

**CONFLICT OF INTEREST CERTIFICATION
FOR THRIFT EXAMINATION SERVICES
Page 3 of 7**

Offeror's Name: _____

Address: _____

Telephone Number: _____

Federal Taxpayer identification or Social Security Number: _____

I, _____, (name of certifier), am the officer or employee responsible for the preparation of the offer in response to this solicitation and certify that I have inquired and to the best of my knowledge and belief, (a) no actual or potential conflict of interest or unfair competitive advantage exists concerning the thrift examination services to be provided under this procurement, or (b) any actual or potential conflict of interest or unfair competitive advantage that does or may exist concerning this procurement has been communicated in writing to the Contracting Officer or his/her representative.

I further certify that if, in the 12 months preceding the date of this certification, services were rendered to the federal government or any other client (including a foreign government or person) concerning the same or substantially similar matter as this solicitation, the name, address, telephone number of the client's, a description of the services rendered to the prior clients, and the name of the responsible officer or employee who is knowledgeable about the services rendered to each client have been communicated in writing to the Contracting Officer or his/her representative. Additionally, each agency and contract number under which the services were rendered, if applicable, have been provided to the Contracting Officer or his/her representative.

Signature of the Officer or Employee Responsible for this Certification Date

Typed Name, Address and Telephone Number of Person Signing this Certificate:

ETHICS AND FINANCIAL DISCLOSURE CERTIFICATION

Page 4 of 7

I, _____, acknowledge that I will be considered an Office of Thrift Supervision (OTS) employee for the purposes of the OTS ethics rules. I will comply with both the applicable: (1) conflict of interest regulations (See attachment 4 in this request for proposal (RFP) Section – J, “Ethics information for Contractors”) and (2) financial disclosure requirements, as required by the OTS Ethics Counsel. I will notify the Ethics counsel about any outside employment or business activity in which I engage during my OTS employment that involves a thrift, thrift subsidiary, or thrift holding company, or could otherwise create an actual or apparent conflict of interest or unauthorized disclosure of nonpublic information.

Signature: _____ Date: _____

**ETHICS INFORMATION FOR
THRIFT EXAMINATION SERVICES CONTRACTORS**
Page 5 of 7

All Persons working on a thrift examination services contract will be considered “federal government employees” who must comply with applicable OTS ethics regulations during their period of service. Copies of the ethics rules and regulations are available on the OTS website (www.ots.treas.gov) in the Procurement Section under the title “Thrift Examination Services Contractor Program” or upon request from the Contracting Officer

1. Ethics Contacts

To be specified at time of award.

2. Financial Disclosure

Contractor key personnel must file two Financial Disclosure reports:

- (a) OTS Confidential Supplemental Financial Disclosure (OTS 1569) and
- (b) Executive Branch Confidential Financial Disclosure Report” (OGE 450)

3. Ethics Training

Contractor key personnel must complete initial and annual ethics training. OTS will provide written materials and/or audiovisual media to satisfy this requirement.

4. Thrift Stock

Contractor key personnel (or their spouse or minor children) cannot purchase securities issued by any thrift or thrift holding company while working on an OTS contract.

5. Thrift Loans

Contractor key personnel (and their spouse and minor children) may have no new loans (except credit cards), from a thrift, its subsidiaries, officers or directors while working on an OTS contract.

6. Thrift Employment

Contractor key personnel may not be employed at any thrift, its holding company, or subsidiaries while working on an OTS contract.

**ETHICS INFORMATION FOR
THRIFT EXAMINATION SERVICES CONTRACTORS
(CONTINUED)
Page 6 of 7**

7. Gifts

Contractor key personnel may not receive gifts, including gratuities, meals, entertainment, or other items having monetary value that are given because of one's status as a government employee. This rule usually bars receiving gifts from thrifts or people who do or seek to do business with OTS.

8. Other Rules

Contractor key personnel should refer to the ethics rules and regulations on the OTS website (www.ots.treas.gov) in the Procurement Section under the title "Thrift Examination Services Contractor Program" or upon request from the Contracting Officer:

Standards of Ethical Conduct for Executive Branch Employees,
Supplemental Standards of Ethical Conduct for Treasury Department Employees, and Rules of Conduct
for Treasury Department Employees.

**ETHICS INFORMATION FOR
THRIFT EXAMINATION SERVICES CONTRACTORS
(CONTINUED)
Page 7 of 7**

NOTICE TO ALL OFFEROR

The Office of Thrift Supervision (OTS) “Confidential Supplemental Financial Disclosure” (OTS 1569, 5 pages, including instructions) and the “Executive Branch Confidential Financial Disclosure Report” (OGE 450, 5 pages with instructions) are available on the OTS website (www.ots.treas.gov) in the Procurement Section under the title “Thrift Examination Services Contractor Program” or upon request from the Contracting Officer. As the designated key personnel to perform under this contract, you must complete these forms and return them to the Contracting Officer at the Office of Thrift Supervision, Attn: Isabel Roman-Cogswell, 1700 G Street, NW, Washington, DC 20552.

CERTIFICATIONS – SECTION K

K.1 CERTIFICATION

By signing below, the offeror certifies that these representations and certifications are accurate, complete and current.

SIGNATURE:

DATE:

TYPED NAME:

TITLE:

ORGANIZATION:

ADDRESS:

K.2 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION -DEPARTMENT OF THE TREASURY, NOV. 1990 - FM1910) (FAR 52.203-11) (APR 1991)

(a) The definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989, that-

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she shall include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.3 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION. (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.4 TAXPAYER IDENTIFICATION. (OCT 1998) 52.204-3

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal

by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

o TIN: _____.

o TIN has been applied for.

o TIN is not required because:

o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

o Offeror is an agency or instrumentality of a foreign government;

o Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

o Sole proprietorship;

o Partnership;

o Corporate entity (not tax-exempt);

o Corporate entity (tax-exempt);

o Government entity (Federal, State, or local);

o Foreign government;

o International organization per 26 CFR 1.6049-4;

o Other _____.

(f) Common parent.

o Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

o Name and TIN of common parent:

Name _____

TIN _____

K.5 WOMEN-OWNED BUSINESS (MAY 1999) 52.204-5

(a) Representation. The offeror represents that it[] is,[] is not a women-owned business concern.

(b) Definition. "Woman-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

K.6 CONTRACTOR IDENTIFICATION NUMBER--DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 1998) 52.204-6

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on

obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

K.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED

(a) The Offeror certifies:

(1) to the best of its knowledge and belief, that:

(i) The Offeror and/or any of its Principals:

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.8 SMALL BUSINESS PROGRAM REPRESENTATIONS. (MAY 2004) 52.219-1

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 522120.
- (2) The small business size standard is 150 Million [insert size standard].
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) *Representations.*
- (1) The offeror represents as part of its offer that it () is () is not a small business concern.
- (2) The offeror represents, for general statistical purposes, that it () is, () is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.
- (4) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.
- (5) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.
- (6) The offeror represents, as part of its offer, that-
- (i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
- (c) *Definitions.* As used in this provision-
- "Service-disabled veteran-owned small business concern"-
- (1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.9 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS. (FEB 1999)

(a) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It () has, () has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.10 AFFIRMATIVE ACTION COMPLIANCE. (APR 1984) 52.222-25

The offeror represents that-

(a) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It () has, () has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.11 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

WWW.ARNET.GOV (Select REFERENCE CORNER then FEDERAL
ACQUISITION REGULATIONS-FAR)

FAR52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES FEB 1999

CONTENT OF CONTRACT - SECTION L

L.1 CONTENT OF RESULTING CONTRACT

Any contract awarded as a result of this solicitation will contain Sections B through J of this solicitation (Section A will be added at award). Blank areas appearing in this document indicated by [], will be filled in by the Contract Specialist at award.

L.2 TIME, DATE AND PLACE PROPOSALS ARE DUE

General

This RFP will remain open indefinitely until closed. Offerors who wish to be considered for Phase 2 awards must submit proposals in accordance with this Section L. References to a specific proposal due date in the RFP apply to Phase 2 awards only.

After Phase 2, The OTS reserves the right to accept and evaluate additional proposal and make awards while the RFP remains open. Additional proposals will be evaluated on the same criteria, terms and conditions of this RFP.

Key personnel, whether proposed as an individual or as contract staff, shall be evaluated only once under this RFP. Key personnel, whose evaluated technical qualifications were determined not to be acceptable for award, cannot be resubmitted for a second evaluation.

OTS reserves the right to close the RFP at any time without notice.

(a) Receipt of Proposals (Phase I):

Proposals must be received by November 21, 2005 2:00 PM EST at:

Office of Thrift Supervision
1700 G Street, N.W.
Procurement 2nd Floor, ATTN: Isabel Roman-Cogswell
Washington, D.C. 20552

ATTN: Isabel Roman-Cogswell

Also see cover of STANDARD FORM 33 date and time s are due to be considered for initial awards (Phase I).

(b) Hand Delivered Package(s)

It may not be possible to deliver packages to the Procurement Branch outside of the hours of 8:30 a.m. to 5:00 p.m. on workdays. Delivery to any other location, including the central delivery area, may result in the late receipt of the proposal.

(c) Signed Originals

All copies of the proposal shall contain the signed original of all documents requiring signature by the offeror.

(d) Proposal Submission by Other than U.S. Mail

Offerors electing to submit proposals by means other than the U.S. Mail assume the full responsibility of insuring that proposals are received at the place and by the date and time specified above. Such proposals must be closed and sealed as if for mailing.

(e) Labeling of Submission

Any submission must be clearly labeled in the lower left corner of the package as to the solicitation number and the closing time and date. The offeror's return address shall be placed in the upper left corner. The package will be marked with the solicitation number and "OFFER ENCLOSED - DO NOT OPEN". If multiple packages are submitted, they will be marked as follows: 1 of X amount.

L.3 FALSE STATEMENTS IN OFFERS

Proposals must set forth full, accurate, and complete information as required by this solicitation including attachments. The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

L.4 EXPENSES RELATED TO PROPOSAL SUBMISSIONS

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal, or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

L.5 QUESTIONS ON SOLICITATION/PROPOSAL **

(a) All questions regarding this solicitation are to be submitted by e-mail via the Internet to the following address: thrift.examiners@ots.treas.gov. Questions must be received no later than 4:00 PM EST Nov 10, 2005. You may fax questions to this solicitation to fax number (202-906-5648). Questions received after this date may not be answered. Each question should clearly specify the solicitation area (Attachment, page, etc. to which it refers.) When possible, questions should be phrased to permit "YES" or "NO" responses.

L.6 NUMBER OF AWARDS

It is anticipated that there will be multiple awards resulting from this solicitation.

L.7 ALTERNATE PROPOSAL INFORMATION

Alternate proposals are not requested in response to this solicitation.

L.8 COMMITMENT OF GOVERNMENT TO AWARD A CONTRACT AND EXPENDITURE OF FUNDS

This solicitation does not commit the Government to award a contract. The Government reserves the right to reject any or all proposals or to negotiate separately with any source considered qualified. The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this proposed procurement.

L.9 SMALL BUSINESS SIZE STANDARD AND SET-ASIDE INFORMATION (UNRESTRICTED)

This acquisition is restricted to small businesses under NAIC Code 522120 with a size standard of \$150 Million or less annual gross receipts.

L.10 AMENDMENT OF THE SOLICITATION

The only method by which any term of this solicitation may be modified is by an express, formal amendment to the solicitation generated by the issuing office. No other communication made at any scheduled preproposal conference or subsequent discussions, whether oral or in writing will modify or supersede the terms of this solicitation. Receipt of an amendment to a solicitation by an offeror must be acknowledged in accordance with the FAR provision "Amendments to Solicitations". Such acknowledgment must be received prior to the hour and date specified for receipt of offers. All solicitation amendments will be placed on the Internet located at the same address as the solicitation.

L.11 PROPOSAL PREPARATION INSTRUCTIONS - GENERAL**(a) General**

To aid in evaluation, proposals shall be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate); and logically assembled. All pages shall be appropriately number and identified with the name of the offeror, the date, and the solicitation number to the extent practicable.

(b) Overall arrangement of Proposal

(1) The overall proposal shall consist of three (3) physically separated volumes, individually titled as stated below. The required number of copies of each volume is shown in the matrix below.

Proposal Volume	Title	Total Copies Required
Volume I	Offer and Other Documents	2
Volume II	Technical	6
Volume III	Price	2

At some point prior to award, the Government may request a vendor to submit its proposal on diskette format. If requested, this diskette should be in the Microsoft Word format.

L.12 PROPOSAL PREPARATION INSTRUCTIONS**VOLUME I, OFFER AND OTHER DOCUMENTS****(a) General**

Volume I, Offer and other Documents consists of the actual Contractor offering letter to enter into a contract to perform the desired work. It also includes:

1. a completed and signed Standard Form 33
2. required Representations of Section K of the solicitation
3. all certifications and acknowledgments requested in the solicitation
4. a summary of exceptions taken to the solicitation document

5. any other administrative information required

(b) Acceptance Period. The acceptance period entered on the Standard Form 33 by the offeror shall not be less than 120 days.

(c) Signature Authority. The person signing the Standard Form 33 must have the authority to commit the offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the Solicitation, to make an award without further discussion if it so elects.

VOLUME II, TECHNICAL PROPOSAL

Volume II, Technical Proposal, shall include the following components :

1. Key Personnel Resumes outlining relevant skills, experience, and education. Each resume submitted must be no more than 2 8.5X11 pages in length with the following format:

The Labor Category for which you are to be considered (from Section C Labor Category Qualifications)

Name

Business address

Education

Any Certifications held

Relevant skills and work experience

2. Past Performance discussion. This section shall contain brief descriptions of three projects of relevant scope and complexity performed by each key personnel proposed. If no past performance information is provided, offeror will be negatively impacted. If the offeror is a new firm with no past performance information, the offeror will be treated neutrally. For this solicitation, a new firm is defined as a company that has been established within the past two years from the date of the offeror's proposal. The contractor shall provide the following information for each of the three required projects.

Customer's Name:

Customer's Contracting Officer or Contact Person:

Name: Title:

Address:

(Area Code) Telephone No.:

Contract Number:

Place of Performance:

Period of Performance:

Brief Description of Services Provided:

Total Amount of Contract:

VOLUME III, PRICE PROPOSAL

(a) General

(1) The Price Proposal , Volume III, consists of the offeror's price to perform the work as set forth in the Statement of Work. The Price Proposal will be evaluated to determine the reasonableness of price for each labor category. Contractual Price information is not to be included in the Technical Proposal, Volume II, or the Offer and Other Documents, Volume I.

L.13 RESPONSIBLE PROSPECTIVE CONTRACTORS

(a) The general and additional minimum standards for responsible prospective contractors set forth at 48 CFR 9.1 apply.

(b) OTS may conduct preaward surveys in accordance with 48 CFR 9.106 and may solicit from available sources, relevant information, and use such information in making determinations of prospective offeror responsibility.

L.14 AWARD INFORMATION

Written notice to unsuccessful offerors regarding contract award information will be promptly released.

L.15 DISPOSITION OF PROPOSALS

Proposals will not be returned (except for timely withdrawals).

L.16 TYPE OF CONTRACT. (APR 1984) 52.216-1

The Government contemplates award of an Indefinite Delivery/Indefinite Quantity (IDIQ) Fixed Price and/or Labor Hour, Task Order type contract resulting from this solicitation.

L.17 SERVICE OF PROTEST. (AUG 1996) 52.233-2

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer, Office of Thrift Supervision, 1700 G Street, N.W., Procurement 3rd Floor, Washington, DC 20552.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.18 Instructions to Offerors-Competitive Acquisition (Jan 2004) 52.215-1

(a) *Definitions.* As used in this provision-

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show-

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-
 - (1) Mark the title page with the following legend:
This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and
 - (2) Mark each sheet of data it wishes to restrict with the following legend:
Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (f) *Contract award.*
 - (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
 - (2) The Government may reject any or all proposals if such action is in the Government's interest.
 - (3) The Government may waive informalities and minor irregularities in proposals received.
 - (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer

determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L.19 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address(es):

WWW.ARNET.GOV (Select REFERENCE CORNER then FEDERAL ACQUISITION REGULATIONS-FAR)

EVALUATION – SECTION M

M.1 EVALUATION - GENERAL

The proposal will be evaluated in accordance with applicable acquisition policies, procedures, and this RFP. Award will be made to those responsible offerors whose offer(s), conforming to this RFP, represents the best value to the Government, price and other factors considered.

M.2 EVALUATION AND AWARD - NEGOTIATED

Vendors should note that:

- (1) Between acceptable proposals with a significant difference in technical rating, a determination will be made as to whether the additional technical merit or benefits reflected by a higher priced proposal warrants payment of the additional price;
- (2) The Government's determination of the offeror's responsibility for award, as defined in FAR 9.104-1, including any special criteria identified in Section L of this solicitation will be considered;
- (3) The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the offeror's best terms from a price and technical standpoint;
- (4) All certifications requested in the RFP must be completely filled-out and deemed acceptable by the OTS for an offeror to be evaluated further in the technical and price phase of this project. An offeror deemed unacceptable by the OTS at this phase may be removed from further consideration at OTS' discretion;

M.3 EVALUATION CRITERIA

Proposals will be evaluated in accordance with the following criteria.

A. Experience

A Contractor's key personnel resumes' will be evaluated by the OTS and rated highly qualified, qualified, or not qualified for each area specified on the resume.

B. Past Performance

Within this factor, the individual or firm should describe, in detail, its past 3-year performance in providing federally chartered financial institution examinations or credit risk, capital markets, or financial information system analysis. The offeror must clearly indicate the nature, size, and scope of the project and the offeror's specific accomplishments supporting the project. The discussion should include demonstrated success in meeting: (a) the overall objective; (b) deadlines and time constraints; (c) price constraints; (d) and, any other significant performance measures or standards.

C. Price Criteria

Fully loaded hourly rates will be evaluated for fairness, reasonableness and appropriateness against other evaluated proposals and government estimates.

M.4 RELATIVE IMPORTANCE OF THE EVALUATION FACTORS

In determining which proposals offer the best value to the Government, the above evaluation criteria will be considered in descending order of importance beginning with experience. Experience and Past Performance when added together are significantly more important than the price.

M.5 MULTIPLE AWARDS

The Government plans to make multiple awards under this solicitation. The criteria for making multiple awards will be the same as that in this Section M, with each additional award being made to the offeror who offers the next most advantageous offer to the Government considering price and other factors. The "scope of contract" for each award made will be the same as that specified in this solicitation.

M.6 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address(es):

WWW.ARNET.GOV Select "FEDERAL ACQUISITION REGULATIONS-FAR)"

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	DATE	TITLE
52.217-5	JUL 1990	EVALUATION OF OPTIONS